COUNTY OF YORK, VIRGINIA INVITATION FOR BIDS IFB

Issue Date: April 2, 2003	IFB #: <u>1298</u>		
Title: Landscape Enhancements: Route 199 / Route 603 (Mooretown R (Route 199 Intersections and Route F-			
Classification Code: 98852			
Issuing Agency:	County of York, Virginia Central Purchasing 120 Alexander Hamilton Blvd P.O. Box 532 Yorktown, Virginia 23690		
Using Agency	General Services Department Ground Maintenance Division P O Box 532 Yorktown, Virginia 23690		
Location where Work	Route 199/Mooretown Road Interchange		
Will Be Performed:	(Route 199 Intersections and Rochambeau Drive Williamsburg, Virginia		
Sealed Bids Will Be Received Until 10:00 A All Inquiries for Information Should Be Dire Central Purchasing Office, Telephone: (757)	A. M. on Wednesday, April 30, 2003. ected To: Louise Stokes, CPPB, Buyer II, 890-3680.		
SEND BIDS DIRECTLY TO THE ISSUING	G AGENCY SHOWN ABOVE.		
	And To All The Conditions Imposed Herein, The The Materials Described At the Prices Indicated In		
Name and Address of Firm:			
	Date:		
	By:		
	Type/Print:		
Zip Code			
Telephone No.:			
Federal Tax ID#			

Facsimile No.

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1.0 **PURPOSE**:

It is the express intent of this formal Invitation for Bids (IFB) to acquire a fully qualified contractor, hereinafter the "Contractor" to provide Landscape Enhancements on the Public Rights of Way along Route 199/ Route 603 (Mooretown Road) Interchange (Route 199 Intersection and Route F-137 (Rochambeau Drive)) for the County of York, Virginia, hereinafter the "Owner".

2.0 **SCOPE OF WORK:**

The scope of work consists of furnishing all materials including, but not limited to mulch, plant materials, equipment, labor, supervision, and all else required for the planting of trees, shrubs and ground cover, and maintaining the same for a two (2) year period following acceptance by Owner, as per the conditions set out in this IFB, the specifications and attached plans/drawings **Route 199 Intersection and Rochambeau Road York County, Virginia** dated **Rev. October 2002** with numbered sheets 1-11, attached hereto and incorporated herein Section 8.0 is General Terms and Conditions.

2.1 PRE-BID CONFERENCE:

The Owner will arrange for a pre-bid conference to be held at 9:00 A.M., Monday, April 14, 2003, at the Yorktown Library, 8500 George Washington Memorial Highway, Yorktown, Virginia 23692. The purpose for this conference will be to provide an overview of the project requirements and answer any questions about the IFB package. An opportunity to visit the sites included in this solicitation will be provided immediately following the pre-bid conference.

Attendance at this conference is highly recommended for all interested parties. Bring a copy of the solicitation with you. Any changes made, or additional information provided resulting from this conference would be issued in a written addendum to this solicitation.

2.2 DRAWINGS:

Landscape Service drawings are posted on the County website page ftp://ftp.yorkcounty.gov/purchasing numbered sheets 1 - 11.

3.0 QUALITY ASSURANCE:

- 1. Miss Utility: Prior to work commencement, the contractor is responsible for contacting Miss Utility, 1-800-552-7001, to locate all utility lines. Trees are to be located a minimum of 5' from utility lines. Fax the confirmation tickets from Miss Utility to the pertaining locality. On-site adjustments (within the locality's right of way/property) to plant locations may be necessary to avoid conflicts with utilities.
- 2. <u>Standard Landscape Specifications</u>: For plants installed in the County of York, all materials and labor shall be provided and installed in accordance with the **Standard Landscape Specifications** as described in the **Plant Materials and Installation General**

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Specifications for the County of York (EXHIBIT A) attached hereto and incorporated herein.

- 3. <u>Maintenance Specifications</u>: All plant material and landscape beds shall be maintained in accordance with <u>Standard Landscape Specifications</u> as described in the <u>Landscape Maintenance Specifications</u> for the <u>County of York</u> (EXHIBIT B) attached hereto and incorporated herein.
- 4. <u>AAN Standards</u>: All plant materials shall conform to American Association of Nurserymen's American Standard for Nursery Stock, (most recent edition) and shall be full, healthy plants. Plant heights in relationship to caliper, plant heights in relationship to minimum width/height of foliage, spread of root systems, size of root balls and any other standards shall be in accordance with the AAN standard. All plants of each particular variety shall be reasonably uniform in size and configuration.
 - 5. Approval of Plant Material: All plant material shall be subject to approval by Owner. Unsatisfactory plant material shall be rejected. Submittal of digital photos of plant materials is encouraged to determine that plant materials meet the minimum sizes and quality specified prior to shipping. The contract manager either on the job site or at the Contractor's local facility shall inspect plants for size and quality before the plants are installed.
- 6. Plant Size: Sizes specified in the plant list are minimum sizes to which the plants are to be judged. Failure to meet the minimum size on any plant may result in the rejection of that plant.
- 7. Trees: All new trees must have straight trunks with full symmetrical crowns and a single leader intact, unless multi-stemmed plants are specified. Bark shall be free of abrasions and all fresh cuts over 1-1/4 inch shall be calloused over. Trees will not be accepted which have had their leader cut or have had their leaders damaged so that cutting is necessary. Unless multi-stemmed trees are specified, trees with co-dominant leaders shall be rejected. Unless otherwise specified, all deciduous shade trees shall be free of branches up to five feet from the top of the root ball and 6-8' from the top of the root ball when tree is in or adjacent to walkways or pedestrian circulation. Trees shall be well branched with reasonably straight stems.
- 8. Nursery Plants: All nursery plants shall be freshly dug, sound, healthy, vigorous, well-branched and free of disease and insect eggs and larvae and shall have adequate root systems. Trees planted in rows shall be uniform in size and shape. Infested plants found during the job, shall be removed that day and replaced promptly with healthy specimens.
- 9. Plant Measurements: All plants shall equal or exceed the measurements specified in the "Plant List," which are the minimum acceptable sizes. Any necessary pruning shall be done at the time of planting and all plants shall be measured after pruning with branches in their normal position in accordance with the AAN's Standard.
- 10. <u>Container Grown Material</u>: All container grown material shall be healthy, vigorous, well-rooted plants and established in the container in which they are sold. The plants shall have tops which are good quality and are in a healthy growing condition.
- 11. <u>Timing of Installations</u>: In general, the majority of plant installations shall be scheduled to occur between October 15th and May 30th. Exceptions for seasonal color and other plantings may be permitted if authorized in writing by the contract manager(s) for each locality and provisions are made to keep plants adequately watered during the hot/dry months.

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12. <u>Plant Crown</u>: The Crown of all plants shall be higher (after settling) than adjacent soil. Contractor shall supply clean, sifted topsoil as necessary to install tree at the proper grade.

- 13. **Pruning at Time of Installation**: Prune all plant materials as required to remove rank or dead growth and to yield a tidy appearance. Prune to promote a natural shape and growth habit for each plant species.
- 14. <u>Tags, twine, strapping:</u> Completely removed and discarded off-site. At least the top half of the wire basket and burlap shall be cut away and removed. The remaining burlap may be rolled back into the planting pit.
- 15. <u>Mycor Tree Saver</u>: Apply 3 paks per tree for those labeled (1) in the plant list. Apply 1 pack per tree for those labeled (2) in the plant list.
- Approval for Work Performed: It is understood and agreed that the equipment, labor, supervision, materials, tools, supplies, service, and all else necessary shall be furnished and all work performed and completed under the direction and supervision of the Contractor and is subject to the approval of the Owner or its authorized representative.
- 17. **Plant Replacements**: For plant replacements, the Contractor shall be responsible for the removal and off-site disposal, of the existing dead/dying plant and accompanying staking materials. Contractor shall supply clean, sifted topsoil as necessary to install new planting at the proper grade.

3.1 Guarantee:

All equipment, labor, supervision, materials, tools, supplies, service, and all else necessary furnished by the Contractor, and all landscaping involved in this bid shall be guaranteed by the Contractor free from defects owing to faulty materials or workmanship within a period of **one year after date of final project acceptance**. The Contractor shall provide /insect/disease control and additional watering as necessary throughout the **one-year warranty** period to achieve moderate growth during the first year of establishment. Plant materials shall be replaced if fifty percent (50%) or more of the above ground portion is dead, dying, diseased, damaged, or infested. Dead plants are to be removed from the job site weekly and replaced as soon as the weather/season permits. The Contractor free of cost to the Owner shall replace all work, which proves defective, by reason of faulty material or workmanship within a period of one year.

3.2 Replacements:

At the conclusion of the guarantee period, the Project Coordinator will make an inspection. The Contractor shall submit a written notice requesting such inspection at least 10 days before the anticipated date. Any plant required under this contract that is dead, is in an unhealthy, unsightly, or badly impaired condition, as determined by the Project Coordinator, shall be removed from the site. These plants shall be replaced as soon as it is reasonably possible, at no additional cost to Owner. All replacement plants shall be plants of the same kind and size as specified in the Plant List. No replacement shall be made in any season definitely unfavorable for planting (June 1- October 1). A one (1) year guarantee shall be provided on any and all replacement plants as set forth in Section 3.1.

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4.0 MAINTENANCE:

Maintenance shall begin immediately following the last operation of installation for each plant and shall continue in accordance with the following requirements:

- A. All plants shall be maintained in accordance with the **Standard Landscape Specifications** as described in the **Plant Materials and Installations General Specifications for County of York (EXHIBIT A) & Landscape Maintenance Specifications for County of York (EXHIBIT B).**
- B. Watering shall be the responsibility of the Contractor awarded the contract during the guarantee period. Watering in the first month after acceptance will be weekly. The remaining eleven (11) months shall be done every 10 days or as determined by project coordinator. The frequency of watering is dependent upon weather conditions. A "Unit" credit will be given to the Owner for watering during the guarantee period if fewer than 16 cycles occur.
- C. Maintenance during the guarantee period shall include watering, weeding, pest control, tightening and repairing wires, removing and replacing dead material, resetting plants to proper grades or upright position, and other necessary operations. If planting is done after lawn preparation, proper protection to lawn areas (new and/or existing) shall be provided and any damage resulting from planting operations shall be repaired promptly at no extra cost to the "Owner".
- D. New plantings shall be protected and maintained by the Contractor until installation planting is complete and the project has been accepted.

5.0 REQUIRED MAINTENANCE DURING THE 2ND YEAR:

After the one-year guarantee period is completed, project coordinator again will inspect the work and if such work is satisfactory will give a final acceptance and thereafter the Contractor shall begin the 2nd year maintenance program as set forth in **Section 14**, and **EXHIBIT B** below.

- A. <u>Watering</u> shall be performed every two weeks or as determined by project coordinator. The frequency of watering is dependent upon weather conditions. One inch (1") of water shall be provided per week as required by weather conditions.
- B. Maintenance shall include the following:
 - 1. Watering
 - 2. Weeding (as required to maintain weed free planting beds)
 - 3. Mulching
 - 4. Fertilization Slow Release (at least once per year or as dictated by plant growth)
 - 5. Corrective Pruning (as required by plant growth)
 - 6. Integrated Pest Management Program

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- 7. Removal of dead plant material
- 8. Replacement of dead plant material

C. Wildflower Area Maintenance:

The March following initial installation and again the following March, the Wildflower area shall be aerated and reseeded at half rate of the original installation.

	Seed	Water	Mow in	Aerate	Reseed
			November		
Year 1 (initial	X	X	X		
install)					
Year 2			X	X	X
Year 3			X	X	X

D. Written Maintenance Program:

Contractor shall submit a written maintenance program outlining recommended landscape maintenance for the 2nd year. Maintenance Program shall include at a minimum, the items outlined above at the end of the first year guarantee period.

E. <u>Service Report</u>:

During the maintenance period, the Contractor shall submit (by fax, e-mail, or written copy) a bi-weekly site report for **work to be performed in the upcoming maintenance cycle.**

6.0 TRAFFIC CONTROL:

Contractor must provide and obey all VDOT requirements for Traffic Control as dictated by the <u>Manual on Uniform Traffic Control Devices (MUTCD) and the Virginia Work Area</u> Protection Manual

7.0 INFORMATION FOR BIDDERS TO PROVIDE SERVICES:

- A. Award will be made to the lowest responsible and responsive bidder. The quality of the services to be supplied, their conformity with the specifications, their suitability to the requirements of the Owner, and the delivery terms will be taken into consideration in making the award.
- B. Cash discounts may be offered by bidder for prompt payment of bills, but such discount will not be taken into consideration in determining the low bidder but will be taken into consideration in awarding tie bids. The discount period will be computed from the date delivery is accepted at destination or from date correct invoice is received by the consignee, whichever is the later date.
- C. Acceptance of a bid by the Owner is not an order to proceed.

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D. Each bid is received with the understanding that the acceptance in writing by the Owner of the offer to furnish any or all of the services described therein, shall constitute a contract between the bidder and the Owner, which shall bind the bidder on his part to furnish and deliver the services quoted on at the prices stated and in accordance with the conditions of said accepted bid; and the Owner on its part to pay for, at the agreed prices, all services specified and delivered.

- E. All prices and notations must be in ink or typewritten. No erasures permitted. Mistakes may be crossed out and corrections made in ink adjacent and must be initialed and dated in ink by person signing quotations.
- F. All bids must be signed with the firm name and be signed by an officer or authorized employee of the firm. In the case of a corporation, the title of the officer signing must be stated and each officer must be duly authorized. In the case of a partnership, the signature of at least one of the partners must follow the firm name using the term "member of the firm" or "general partner". In the case of a limited liability company, the bid must be signed by the manager (if any) or by a member.
- G. Verify your bid before submission as they cannot be withdrawn or corrected after being opened.
- H. If you do not bid, return this sheet and state reason. Otherwise your name may be removed from our mailing list.

8.0 GENERAL TERMS AND CONDITIONS:

8.1 MANDATORY USE OF FORM:

All responses to an Invitation for Bids (IFB) must be submitted on and in accordance with this form.

If more space is required to furnish a description of the good and/or services offered or delivery terms, Bidder may attach a letter hereto which will be made a part of the bid. All bids must be submitted in a sealed envelope plainly marked with the IFB number, date and time of bid opening.

8.2 OPENING DATE/TIME:

Bids and amendments thereto, or withdrawal of bids submitted, if received by Owner after the date and time specified for the scheduled bid opening, will not be considered. It will be the responsibility of Bidder to see that its bid is in the Purchasing office by the specified time and date. There will be no exceptions. Date of postmark will not be considered. Phone or telegraphic bids (including FAX) will not be accepted.

8.3 INCONSISTENCIES IN CONDITIONS:

In the event there are inconsistencies between the General Terms and Conditions and the Special Terms and Conditions, if any, and/or other schedules contained herein, the latter two shall take precedence.

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8.4 CLARIFICATION OF TERMS:

Questions about the specifications or other solicitation documents, should be directed to the buyer whose name appears on the face of this solicitation. Any revisions to the solicitation will be made only by written addendum issued by the Owner.

8.5 TESTING/INSPECTION:

Owner reserves the right to conduct any test or inspection it may deem advisable to ensure that good and services conform to the specifications.

8.6 INVOICES:

Invoices for goods or services ordered, delivered and accepted shall be submitted directly to the 'INVOICE TO:' address shown on the purchase order or contract. All invoices shall show the Contract number and/or purchase order number. Any payment terms requiring payment in less than thirty (30) days will be regarded as requiring payment thirty (30) days after invoice or delivery, whichever occurs last. However, this shall not affect offers or discounts for payment in less than thirty (30) days.

8.7 <u>DEFAULT</u>:

In the event of a default by Contractor, the Owner reserves the right to procure the goods and/or services from other sources, and hold the Contractor liable for any excess cost occasioned thereby. If, however, public necessity requires the use of materials or supplies not conforming to the specifications, they may be accepted and payment therefore shall be made at a proper reduction in price.

8.8 ETHICS IN PUBLIC CONTRACTING:

By submitting its bid, all Bidders certify that its bid is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with its bid, and that it has not conferred on any public employee having official responsibility for this procurement any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

8.9 ANTI-DISCRIMINATION:

By submitting its bids or proposals, Bidder certifies to the Owner that it will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, and Section 2.2-4311 of the Virginia Public Procurement Act which provides:

In every contract over \$10,000, the provisions of a. and b. below apply:

a. During the performance of this Contract, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment,

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except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

Contractor, in all solicitations for advertisements for employees placed in behalf of Contractor, will state that Contractor is an equal opportunity employer.

Notices, advertisements and solicitations placed in accordance with Federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

- b. Contractor will include the provisions of a. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- c. In accordance with §2.2-4343.1 of the Code of Virginia, et. seq., the Owner shall not (i) discriminate against a faith-based organization as defined in Code of Virginia section 2.2-4343.1(B) on the basis of the organization's religious character or (ii) impose conditions that (a) restrict the religious character of the faith-based organization, except as provided in subsection F of section 2.2-4343.1 the Code of Virginia, or (b) impair, diminish, or discourage the exercise of religious freedom by the recipients of such goods, services, or disbursements.

8.10 IMMIGRATION REFORM AND CONTROL ACT OF 1986:

Bidder certifies that it does not and will not during the performance of the Contract, violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

8.11 INDEMNITY AGREEMENT:

The following shall be deemed incorporated into any contract awarded as a consequence of this bid to the same extent as if fully set forth therein:

Contractor and all subcontractors shall bear all loss, expense (including reasonable attorney's fees) and damage in connection with, and shall indemnify Owner against and save Owner harmless from all claims, demands, and judgments made or recovered against Owner because of bodily injuries, including death at any time resulting therefrom, and/or because of damage to property, from any cause whatsoever, arising out of, incidental to, or in connection with the performance of the Contact whether or not due to any act of its or their employees, servants or agents and whether or not due to any act of omission or commission, including negligence, but excluding sole negligence, of Owner, its employees, servants, or agents. Compliance by Contractor with the insurance provisions hereof shall not relieve Contractor from liability under this provision.

Should Contractor, or any of its subcontractors use any of Owner's equipment, tools, employees, or facilities, such will be gratuitous and Contractor shall release Owner from and indemnify and IFB NO. 1298.doc http://www.yorkcounty.gov/purchasing

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save harmless Owner from and against any claims for personal injuries, including death, arising out of the use of any such equipment, tools, employees, or facilities, whether or not based upon the condition thereof or any alleged negligence of Owner in permitting the use thereof.

9.0 SURETY:

The Contractor shall furnish Surety Bonds, in the forms provided herein, each in an amount equal to One Hundred Percent (100%) of the contract as security for the faithful performance of this contract and for the payment of persons performing labor on the project under this agreement. The Performance Bond shall also require the Contractor to make good, at his own expense, work due to imperfect materials and workmanship for a period of one year after final acceptance by the Owner. The surety on both bonds shall be a duly authorized Surety Company or Companies satisfactory to the Owner.

10.0 INSURANCE

The Contractor shall carry insurance in the amount specified below, including the Contractual Liability assumed by the contractor and shall deliver certificates of insurance from carriers acceptable to the owner specifying such limits, along with a proper endorsement naming the "County of York, its Officers, Agents and Employees" as Additional Insured on a primary basis (Form No. GL-20-10) on applicable policy(s). The provisions of this paragraph shall be deemed include included in the contract as if fully set out therein.

Worker's Compensation and Employer's Liability

Coverage A - Statutory Requirement

Coverage B - \$100,000; \$100,000; \$500,000

Comprehensive Automobile Liability, including Owned, Non-Owned

Hired Car Coverage.

Limits of Liability - \$500,000 Per Occurrence Bodily Injury or Property Damage.

Commercial General Liability

Limits of Liability - \$500,000 Per Occurrence Bodily Injury or Property Damage.

Contractual Liability includes the Contractual liability assumed hereunder.

Completed Operations Insurance, to remain in full effect until the date of acceptance of the project by the Owner.

11.0 AWARD AND EXECUTION OF CONTRACT:

11.1 Award of Contract:

The contract will be awarded or the bids rejected as soon as reasonably possible, but not later than sixty (60) days after the date of opening bids, unless the period for acceptance is otherwise extended at request of Owner and agreed to in writing by the bidder, or bidders.

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11.2 Form of Contract:

An example of the proposed contract format is enclosed. Both parties shall execute this contract prior to approval by the County Attorney.

Copies of the Payment and Performance Bonds are also attached.

11.2 Entering Contract:

Upon award of the Contract to a bidder, such bidder shall enter into the Contract by signing the Contract and by furnishing the Bond(s) for faithful performance as prescribed herein and the Certificate of Insurance as prescribed, which are required to be procured by the Contractor within ten (10) calendar days after the date of the award or within such further time as the Owner may allow. All documents referred to are attached hereto.

No contract shall result from the submission of any bid and no liability shall accrue with respect thereto until a written contract and accompanying documents have been fully and completely executed on the part of the successful bidder and the Owner. However, failure by the successful bidder to enter into a written contract shall cause the successful bidder to forfeit the full amount of the bid guarantee to the Owner.

11.3 Execution of Documents:

<u>All documents</u> which the bidder is required to execute shall carry the signature of the president of the corporation, the corporate seal and shall be attested by the secretary of the corporation provided, however, if the board of directors of a corporation authorizes another officer to act for the corporation, then a sealed and attested copy of such authorization shall accompany the signature of such other officer. In the case of an individual, the individual to be bound shall sign; and in the case of a partnership, the signature of a partner shall bind the partnership; and in the event of a limited liability company, a member (or the manager, if any) shall sign.

11.4 Subcontracts:

Before making any subcontract, the Contractor must submit a written statement to the Owner, giving the name and address of the proposed subcontractor, the portion of the work and materials which he is to perform and furnish and a statement in writing from such subcontractor that he waives all rights to assert any claims, actual and/or consequential against the Owner allegedly arising from or growing out of any delays in the work schedule or any failure of the contractor to pay such subcontractor any sums owed by the contractor to such subcontractor.

If the Owner finds that the proposed subcontractor is qualified, he will so advise the Contractor in writing. The Owner may revoke approval of any subcontractor only for good cause. Notice of such revocation of approval will be given in writing to the Contractor by the Owner and all work by said subcontractor shall immediately cease. If the Owner determines for good cause that a subcontractor is not qualified, Owner shall so notify Contractor, and Contractor shall not thereafter enter into any subcontract with the subcontractor in connection with the contract.

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11.5 Separate Contracts:

The Owner reserves the right to let other contracts in connection with the project, the work under which will proceed simultaneously with the execution of this Contract. The Contractor shall afford other separate contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work and the Contractor shall take all reasonable action to coordinate his work with theirs. If the work performed by the separate contractor is defective or so performed as to prevent the Contractor from carrying out his work according to the plans and specifications, the Contractor shall immediately notify the Owner upon discovering such conditions. Upon receiving notification, the Owner shall take such appropriate steps as are necessary to allow the Contractor to carry out his work under this Contract, and appropriate extensions of time and change orders shall be given to the Contractor for any delays and extra costs caused by the separate contractor's failure of proper performance.

12.0 Exceptions to Bid Conditions & Specifications:

The bidder shall list on a separate sheet of paper any variations from, or exceptions to, the specifications of this bid. This sheet will be labeled, "Exception(s) to Bid Specifications," and shall be attached to the bid.

13.0 LANDSCAPE MAINTENANCE COST SCHEDULE:

The successful bidder shall submit a completed Landscape Maintenance Cost Schedule, in the form labeled "Sample Form" below for the work to be performed under this contract for each site listed below. The total cost of the items on the Landscape Maintenance Cost Schedule shall equal the accepted total bid price for each individual site.

After each monthly cycle, the Contractor shall submit to the Contract Office a statement of work performed during the preceding cycle, claiming the dollar value of that work in accordance with the Landscape Maintenance Cost Schedule. For work items partially completed, the contractor shall be paid for the percentage of the work actually completed. The Owner shall make payment of monies earned within thirty days after receipt of the monthly statement. A "unit cost" credit will be given the Owner for activities performed less frequently.

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SAMPLE FORM

LANDSCAPE MAINTENANCE COST SCHEDULE YORK COUNTY

Site Location: Route 199, Intersection of Mooretown Rd. Contract Dates: 200? – 200?

Required for Site Y (yes) / N(no)	Description of Activities	*Estimated Cycles	One-Time Cost	Annual Cost
	TREE, SHRUB AND GROUND COVER			
Y	Weed Control: Pre-Emergence (not in wildflower area)	2		
Y	Weed Control: Post-Emergence (not in wildflower area)	30		
Y	Pruning (Cut down to 4" height & remove debris): Miscanthus, Pennisetum, Black Eyed Susan & Daylily between March 1st & 15th.	1		
Y	Pruning/Mowing (Cut down to 2" height & do not remove debris): all wildflower areas in November	1		
Y	Pruning of trees and shrubs only at the direction of the Contract Officer	1		
Y	Insect & Disease Control: Dormant Oil	1		
Y	Watering: All plant materials June – Sept.	36		
Y	November Fertilization: Trees < 5" cal.	1		
Y	November Fertilization: Shrubs	1		
Y	November Fertilization: Wildflowers & Perennials	1		
Y	Mulching: March 16 th through March 31 st	1		
Y	Reseed Wildflower Bed	1		
Y	Bed and Tree Ring Edging	1		
Total	Annual Cost	X	X	
Monthly Cost	Total Annual Cost/ 12 Months	X	X	

^{*}Estimated Cycles serve as a **minimum standard** required for frequency of work items. Additional cycles may be required (excluding activities not required for site). Some cycles may be deleted at the discretion of Contract Officer. A "unit cost" credit will be given the owner for activities performed less frequently.

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14.0 PRICING SCHEDULE AND INFORMATION:

The bidder agrees to provide the products and service in compliance with the specifications, scope of work, and terms and conditions contained herein.

Will you hold these prices for 60 days from date of bid?_	YES	NO
The following price quotations are good for a period of	days.	

The bidder agrees to provide the products and service in compliance with the specifications, Scope of work, terms and conditions contained herein.

A. Rt. 199/Mooretown Road Interchange TREE LIST

Please provide an <u>installed unit cost to include mulch</u> for the following plant list. All prices should include materials and installation practices as described in Section 3.0 and the Plant Materials and Installation General Specifications (EXHIBIT A):

Acer rubrum 'Autumn Blaze' Quercus phellos Cercis canandensis Koelreuteria paniculata	2 ½ - 3" 2 ½ - 3" 5-6'	36 67 115	
Cercis canandensis	5-6'		
		115	
Koelreuteria paniculata		113	
	1 ½ - 2"	26	
Ilex x attenuata 'Savannah'	5-6'	76	
Juniperus virginiana	5-6'	223	
Magnolia grandiflora 'Little Gem'	6-8'	25	
Metasequoia glyptostroboides	5-6'	54	
Lagerstroemia indica x fauriei 'Biloxi'	6-8'	130	
Liquidambar styraciflua	5-6'	58	
Liquidambar styraciflua	2 ½ - 3"	58	
Pinus taeda	5-6'	103	
Prunus subhirtella 'Pendula'	2 ½ - 3"	24	
Quercus coccinea	2 ½ - 3"	20	
Salix babylonica	6-8'	47	
TOTAL COST FOR TREES			
	Magnolia grandiflora 'Little Gem' Metasequoia glyptostroboides Lagerstroemia indica x fauriei 'Biloxi' Liquidambar styraciflua Liquidambar styraciflua Pinus taeda Prunus subhirtella 'Pendula' Quercus coccinea Salix babylonica	Magnolia grandiflora 'Little Gem' Metasequoia glyptostroboides 5-6' Lagerstroemia indica x fauriei 'Biloxi' Liquidambar styraciflua 5-6' Liquidambar styraciflua 2 ½ - 3" Pinus taeda 5-6' Prunus subhirtella 'Pendula' 2 ½ - 3" Quercus coccinea 2 ½ - 3" Salix babylonica 6-8'	Magnolia grandiflora 'Little Gem' Metasequoia glyptostroboides 5-6' Lagerstroemia indica x fauriei 6-8' Liquidambar styraciflua 5-6' Liquidambar styraciflua 2½-3" Pinus taeda 5-6' Prunus subhirtella 'Pendula' 2½-3" Quercus coccinea 2½-3" Salix babylonica 6-8' 25 6-8' 54 130 130 130 130 130 130 130 13

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B. Rt. 199/Mooretown Road Interchange SHRUB LIST

Please provide an <u>installed unit cost to include mulch</u> for the following plant list. All prices should include materials and installation practices as described in Section 3.0 and the <u>Plant Materials and Installation General Specifications (EXHIBIT A)</u>:

COMMON NAME	SCIENTIFIC NAME	SIZE	QTY.	COST
Henry's Garnet Sweetspire	Itea virginica 'Henry's Garnet'	3 gal/24-30" ht.	192	
Waxmyrtle	Myrica cerifera	3 gal/24-30" ht.	577	
Pyracantha 'Low Boy'	Pyracantha coccinea 'Low Boy'	3 gal/20-24" wth	347	
TOTAL COST FOR SHRUBS				

C. Rt. 199/Mooretown Road Interchange ORNAMENTAL GRASSES/PERENNIALS

Please provide an <u>installed unit cost to include mulch</u> for the following plant list. All prices should include materials and installation practices as described in Section 3.0 and the Plant Materials and Installation General Specifications (EXHIBIT A):

COMMON NAME	SCIENTIFIC NAME	SIZE	QTY.	COST
Daylily 'Stella De Oro'	Hemerocallis 'Stella De Oro'	1 gal/full pot	355	
Japanese silver grass	Miscanthus sinensis gracillimus	1 gal/full pot	631	
Fountain grass 'Moudry'	Pennisetum alopecuroides 'Moudry'	1 gal/full pot	434	
Rudbeckia 'Goldsturm'	Rudbeckia 'Goldsturm'	1 gal/full pot	805	
TOTAL COST F	OR ORNAMENTAL GRASSES/	PERENNIALS		

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D. Rt. 199/Mooretown Road Interchange WILDFLOWERS

Please provide an <u>installed unit cost</u> for the following plant list. All prices should include materials and installation practices as described in Section 3.0 and the <u>Plant Materials and Installation General Specifications</u> (EXHIBIT A):

COMMON NAME	SCIENTIFIC NAME	SIZE	QTY.	COST
	Southeast Wildflower Mix	20 lbs/acre (1	36 lbs	
		lb/2310 sf)		
	Northeast Wildflower Mix	8 lbs/acre (1	16 lbs	
		lb/5260 sf)		
TOTAL COST FOR WILDFLOWERS				

NOTES:

^{*}Osmocote Fertilizer shall be placed at the bottom of the planting hole and shall be used as a top-dressing on the soil, but below the mulch.

^{**}Mycor Tree Saver shall be included at time of installation

^{***}NO SUBSTITUTIONS for any of the listed trees, shrubs, ornamental grasses/perennials or wildflowers.

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E. LANDSCAPE MAINTENANCE COST SCHEDULE

YORK COUNTY

First Year Maintenance

Site Location: Route 199, Intersection of Mooretown Rd. Contract Dates: 2003 - 2004

Required	Noute 199, intersection of Mooretown Rd.	onitract Date		<u>-</u>
for Site Y (yes) / N(no)	Description of Activities	*Estimated Cycles	One-Time Cost	Annual Cost
	TREE, SHRUB AND GROUND COVER			
Y	Weed Control: Pre-Emergence (not in wildflower area)	2		
Y	Weed Control: Post-Emergence (not in wildflower area)	30		
Y	Pruning (Cut down to 4" height & remove debris): Miscanthus, Pennisetum, Black Eyed Susan & Daylily between March 1st & 15th.	1		
Y	Pruning/Mowing (Cut down to 2" height & do not remove debris): all wildflower areas in November	1		
Y	Pruning of trees and shrubs only at the direction of the Contract Officer	1		
Υ	Insect & Disease Control: Dormant Oil	2		
Υ	Watering: All plant materials June – Sept.	16		
Υ	March Fertilization: Trees < 5" cal.	1		
Υ	March Fertilization: Shrubs	1		
Y	March Fertilization: Wildflowers & Perennials	1		
Υ	Mulching: March 16 th through March 31 st	1		
Υ	Bed and Tree Ring Edging	1		
	Other:			
Total	Annual Cost	Х	Χ	
Monthly Cost	Total Annual Cost/ 12 Months	X	Χ	

^{*}Estimated Cycles serve as a **minimum standard** required for frequency of work items. Additional cycles may be required (excluding activities not required for site). Some cycles may be deleted at the discretion of Contract Officer. A "unit cost" credit will be given the owner for activities performed less frequently

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F. LANDSCAPE MAINTENANCE COST SCHEDULE:

YORK COUNTY

Second Year Maintenance

Site Location: Route 199, Intersection of Mooretown Rd. Contract Dates: 2004 - 2005

Required				
for Site Y (yes) / N(no)	Description of Activities	*Estimated Cycles	One-Time Cost	Annual Cost
	TREE, SHRUB AND GROUND COVER			
Y	Weed Control: Pre-Emergence (not in wildflower area	2		
Υ	Weed Control: Post-Emergence (not in wildflower area)	30		
Y	Pruning (Cut down to 4" height & remove debris): Miscanthus, Pennisetum, Black Eyed Susan & Daylily between March 1st & 15th. Pruning/Mowing (Cut down to 2" height &	1		
Υ	Pruning/Mowing (Cut down to 2" height & do not remove debris): all wildflower areas in November	1		
Y	Pruning of trees and shrubs only at the direction of the Contract Officer	1		
Υ	Insect & Disease Control: Dormant Oil	2		
Υ	Watering: All plant materials June – Sept.	24		
Υ	March Fertilization: Trees < 5" cal.	1		
Υ	March Fertilization: Shrubs	1		
Υ	March Fertilization: Wildflowers & Perennials	1		
Υ	Mulching: March 16 th through March 31 st	1		
Υ	Reseed Wildflower Bed	1		
Υ	Bed and Tree Ring Edging	1		
	Other:			
Total	Annual Cost	Х	Х	
Monthly Cost	Total Annual Cost/ 12 Months	Х	Х	

^{*}Estimated Cycles serve as a **minimum standard** required for frequency of work items. Additional cycles may be required (excluding activities not required for site). Some cycles may be deleted at the discretion of Contract Officer. A "unit cost" credit will be given the owner for activities performed less frequently.

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G. Landscape Installation for Rt. 199/Mooretown Road Interchange

Please provide a **Lump Sum** cost for the following:

1.	Rt. 199/Mooretown Road Interchange (See attached Route 199 Intersection and Rochambeau Road Landscape Corridor Plan)	\$		
2.	ADD - 1st Year Maintenance Program to include: Guarantee 3.1, Replacement 3.2, and First Year Maintenance 14.	\$		
3.	ADD - 2nd Year Maintenance Program	\$		
5.	<u>DEDUCT</u> – Eliminate Planting of Trees	\$		
6.	<u>DEDUCT</u> – Eliminate Planting of every other tree	\$		
7.	<u>DEDUCT</u> – Eliminate Planting of all shrubs	\$		
8.	<u>DEDUCT</u> – Eliminate Planting of all ornamental grasses/perennials	\$		
9.	<u>DEDUCT</u> – Eliminate Planting of all wildflowers	\$		
10.	<u>DEDUCT</u> – Eliminate Maintenance Program for 2 nd Year	\$		
ADDITIONAL SERVICES: Please provide unit costs for the following additional services. Services will be contracted as additional work and should be priced as described:				
as auditional work and should be priced as described.				

1. PERENNIAL AND BULB BED PREPARATION

a. Topsoil - hauled in as required	/cu. yd.
b. Nutrigreen Compost - hauled in as required.	/cu. yd.
c. Fertilizer - hauled in as required.	
Grocote Controlled Release Fertilizer	/50lb. bag
Osmocote Controlled Release Fertilizer	

H.

Page 20 of 53 IFB NO. 1298 d. **Bed Preparation** – Removal of existing vegetation ____/sq. yd. Mixing/roto-tilling in topsoil, Nutrigeen compost, and fertilizer. 2. SHRUB BED PREPARATION a. **Topsoil** - hauled in as required _____/cu. yd. b. **Nutrigreen Compost** - hauled in as required. _____/cu. yd. c. **Fertilizer** - hauled in as required. Grocote Controlled Release Fertilizer /50lb. bag _____/50lb. bag Osmocote Controlled Release Fertilizer d. **Bed Preparation** – Removal of existing vegetation _____/sq. yd. Mixing/roto-tilling in topsoil, Nutrigeen compost, and fertilizer. 3. OTHER ITEMS a. **Seeding, Grass** provide seed, prepare seed bed, seed, _____/sq. yd. Mulch and tack b. **Reseeding**, **Wildflower** provide seed, core aerate bed area, /sq. yd. seed, water _____/shrub b. **Transplant Existing Shrubs** Landscape transplants shall Conform to the Section 3.0 And Plant Materials and Installation General Specifications (EXHIBIT A) **INFORMATION:** 15.0 All bidders shall supply the following information. This bid shall be awarded only to a responsible and responsive bidder, qualified to provide the work specified. The bidder should submit the following information with their proposal. Failure to submit the following requested information may result in bidder's bid being considered non-responsive. Additional typewritten sheets may be attached to this form if necessary. 16.0 **CONTRACTOR DATA:** Years in Business: Indicate the length of time you have been in business providing this type of service: ___years _ months.

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16.1 Business Location:

16.2

The bidder shall satisfy the purchasing official that he maintains a store or branch within 100 miles of the working location, staffed with qualified personnel, equipment in working condition required to perform work as described, or ability to secure parts or equipment within reasonable period of time, and provisions for properly storing and maintaining or ability to readily obtain properly stored and maintained materials required to complete described work in time frame described.

Bu	siness located:	within County of York _ within 26-50 miles _ within 76-100 miles	within 25 miles or less within 51-75 miles more than 100 miles	(check one)
Re	eferences:			
ar	ea(s) of similar ontract period, l	size or larger, satisfactorillocation, names, addresses	tion of same type of work and ry completed with dates of conting and phone numbers of owners. With a minimum of one (1) year.	nuous service or
	Reference #1:			
1.	Name of Firm,	, City, County or Agency:_		-
	Address:		_ Telephone:	_
	Contact:		_ Title:	-
	EdgingCh		MowingBlowingWe ApplicationMulching Leaf Removal	
	Contract Dates	:: From:19	99_ to: 200	
	Reference #2			
2.	Name of Firm,	City, County or Agency: _		_
	Address:		Telephone:	
	Contact:		_ Title:	
	EdgingCh	es of Services Provided:hemical and Fertilization ovalLitter Removal _	MowingBlowingWe on ApplicationMulching _ Leaf Removal	ed eating / Pruning

Contract Dates: From: _____199_ to: _____200__.

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Reference #3				
3. Name of Firm, City, County	or Agency:			
Address:	Te	lephone:		
Contact:	T	itle:		
Check the types of Services I EdgingChemical and FeWeed RemovalLitte	ertilization Appl	cation	_Mulching	
Contract Dates: From:	199_	to:	200	_·
Certification(s):				
The bidder shall identify any profession	nal certifications t	hat are main	tained and cu	arrently valid.
Certification Name	Issue Date	Certifica	ite#	Date Valid Through
Virginia Certified Horticulturist				
Certified Grounds Management				
Sports Turf Management				
Crew Chief				
International Society of Arboriculture	·			
Commercial Pesticide Applicator				
Registered Pesticide Technician				
Other				

16.3

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16.4	Landscape Services Performed for York County:				
					

The bidder shall list below landscape services, which have been performed for Owner.

Project Location	Project Description	County Staff Contact

16.5 <u>Key Personnel:</u>

In the space provided below, bidders shall identify a minimum of two (2) key persons who would be assigned to provide contract administration. One of these two (2) individuals shall be available for questions during normal business hours.

Kev	Person	#1	•

Name		
List Qualifications and Experience		
E-Mail Address		
y Person #2:		
Name		
Title		
_		
	Title List Qualifications and Experience Phone #'s: Office E-Mail Address ey Person #2: Name Title List Qualifications and Experience	Name Title List Qualifications and Experience Phone #'s: Office Mobil E-Mail Address Ey Person #2: Name Title List Qualifications and Experience Phone #'s: Office Mobil

5. E-Mail Address _____

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EXHIBIT A

PLANT MATERIALS AND INSTALLATION GENERAL SPECIFICATIONS FOR COUNTY OF YORK Route 199 Intersection/Mooretown Road

PART 1 GENERAL

A.1 DESCRIPTION

The specified work includes the furnishing of all materials, equipment, labor and supervision required for the planting of trees, shrubs, ground covers, and turf grass. Complete the work shown on the drawings, materials lists/schedules, project descriptions, and as herein specified.

A.2 QUALITY ASSURANCE

- A. <u>Nomenclature</u>. The names of the plants required under this contract conform with <u>Standardized Plant Names</u> as adopted by the latest edition of the American Joint Committee of Horticulture/Nomenclature. Varieties not included therein conform generally with names accepted in the nursery trade.
- B. Comply with sizing and grading standards of the latest edition of <u>American Standard for</u> Nursery Stock by the American Association of Nurserymen.
- C. Plant Material and Installation Specifications for York County comply with the Standardized Landscape Specifications for the State of Virginia.
- D. The Contractor performing work specified in this section must have a minimum of three (3) years experience in installation of similar projects.
- E. The Contractor performing work specified in this section must be a member of the Tidewater Virginia Nurseryman's Association or the Virginia Nurseryman's Association.

A.3 SUBMITTALS

Submit the following to the owner/agent:

Soil analysis of planting soil at site. Sample of mulch to be used on project. Seven (7) days notice of installation date (by phone). IFB NO. <u>1298</u> Page 25 of 53

A.4 PROJECT CONDITIONS

- A. Contractor must satisfy himself as to all site conditions.
- B. Planting operation shall be conducted under favorable weather conditions, which are normal for such work as determined by accepted practice in the locality of the project. At the option of, and on the full responsibility of the Contractor awarded the contact, planting operations may be conducted under unseasonable conditions without additional compensation.
- C. The Contractor shall be familiar with the alignment of existing or new utility lines, ducts and buried cables. He shall field check the location of utilities before an installation of material or plants. The Contractor shall be responsible for all damage resulting from neglect or failure to comply with this requirement. If discrepancies occur, consult with the owner/agent. Changes in the location of plant materials should only be made with the approval of the owner/agent.
- D. Protect existing utilities, paving and other facilities from damage caused by landscape operations.
- E. A complete list of plants, including a schedule of sizes, quantities and other requirements is attached under "PLANT or MATERIALS LIST/SCHEDULE". Verification of the accuracy of the total quantities shown in the "Plant Key" shall be the responsibility of the Contractor. In the event quantity discrepancies or material omissions occur between the list and the plan, the owner agent shall determine which document shall govern. The contractor shall notify the owner/agent of any discrepancies upon discovery of such and note the same on the "exception" portion of the bid form.
- F. All work shall be accomplished under the direction of a competent, experienced foreman.

A.5 PLANT GUARANTEE AND REPLACEMENT

- A. <u>Guarantee</u>. The Contractor shall guarantee all plants for a period of one year from date of written initial acceptance by the owner/agent, and that plants shall be alive and in satisfactory growth at the end of the guarantee period. Since the Contractor must guarantee all plant material, it is the responsibility of the Contractor to submit a schedule to monitor all plant material, along with contractor's intentions to ensure plant material will remain in healthy condition during the guarantee period (e.g. watering, pest/disease control, pruning, etc.).
- B. Replacement. At the conclusion of the guarantee period, inspection will be made by the owner/agent. The Contractor shall submit a written notice requesting such inspection at least ten days before the anticipated date. Any plant required under this contract that is dead, is in an unhealthy, unsightly, or badly impaired condition, as determined by the owner/agent, shall be removed from the site. These plants shall be replaced as soon as it

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is reasonably possible, at no extra cost to the owner/agent. No replacement shall be made in any season unfavorable for planting (June 1-October 15). Contractor shall provide one-year guarantee on all replacement plants.

Replanting, when resulting from site disturbance by others, shall be at an additional charge.

- C. <u>Materials and Operations</u>. All replacements shall be plants of the same kind and size as specified in the Plant List or Plan. They shall be furnished and planted as specified in planting details D-1 and D-2 and under Section 3.2 <u>Installation</u>.
- D. At the conclusion of the guarantee period, the Contractor shall remove all above ground stabilization/protection products such as stakes, wires, nylon strap and protective fencing from trees. All such removed items shall be discarded off-site.

PART 2 PRODUCTS

A.6 MATERIALS

Plants

- A. Quality and Size. Plants shall be nursery grown, have a habit of growth that is normal for species and an adequate root system. Plants shall be freshly dug, sound, healthy, vigorous, and free from insects, pests, eggs or larvae, plant diseases, and injuries.
 - a. All plants shall equal or exceed the measurements found in the Plant List and/or Plan, which are minimum acceptable sizes. They shall be measured before pruning, with branches in normal position. Any necessary pruning shall be done at time of planting and will be consistent with the natural growth habit of each species. Requirements for the measurements, branching, grading, quality balling and burlapping of plants shall follow the Code of Standards currently recommended by the American Association of Nurserymen, Inc. in the American Standard for Nursery Stock.
 - b. All plant material shall also be subject to approval by the owner/agent.

 Unsatisfactory plant material failing to meet requirements above shall be rejected.

 Inspection of plant materials for size and quality should be completed prior to installation either on the job site or at the contractor's local facility. Submittal of digital photos of field grown plant materials to the owner/agent is encouraged to avoid rejection after ordering and shipping.
 - c. All new trees must have straight trunks with full symmetrical crowns and a single leader intact unless multi-stemmed plants are specified. Bark shall be free of abrasions and all fresh cuts over 1-1/4" shall be calloused over. Trees will not be accepted which have had their leader cut or damaged so that cutting is necessary.

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- Trees with co-dominant leaders shall be rejected unless multi-stemmed plants were specified. Trees shall be well branched with reasonably straight stems
- d. When a deciduous shade tree is located in or adjacent to walkways or other pedestrian circulation, these trees shall be free of branches up to 6-8' from the top of the root ball, unless otherwise specified. All other deciduous shade trees, shall be free of branches up to 5' from the top of the root ball.
- B. <u>Substitutions</u> will not be accepted unless the Contractor notifies the owner/agent by phone and duly notes on the exception page of the bid package before contracts are signed. Potential substitutions must be specified in writing and approved by the owner/agent. Proposed substitutes shall be of the nearest equivalent size or variety as the plant actually specified, having the same essential characteristics. Proposed substitutes of a lesser cost shall have an equitable adjustment of contract price. Plants of a greater value may be provided without additional cost to owner/agent.
- C. <u>Balled and Burlapped Plants.</u> Plants designated "B&B" in the Plant List shall be balled and burlapped. They shall be dug with a sufficient diameter and depth to encompass the fibrous and feeding root system necessary for full recovery of the plant. Balls shall be firmly wrapped with burlap or similar material and bound with twine or cord. Where necessary to prevent breaking or cracking of the ball during the process of planting, the ball may be secured to a platform or wire basket.
- D. <u>Container Grown Plants.</u> Plants designated "Cont." or "gallon" in the Plant List shall be container grown plants well established in the container size indicated, and conforming to American Association of Nurserymen Standards.
- E. <u>Protection After Delivery</u>. The balls of stored B&B plants (which cannot be planted immediately on delivery) shall be covered with moist soil (2" depth) or mulch (3" depth). All plants shall be watered and maintained as necessary to ensure overall health and vigor until planted.

A.7 ACCESSORIES

A. <u>Topsoil</u> shall be furnished by the Contractor at his expense. The Contractor shall furnish sufficient topsoil to properly install all work specified herein, and as shown on the drawings. Topsoil furnished shall be a natural, fertile, friable soil, possessing characteristics of representative productive soils in the vicinity. It shall be obtained from natural well-drained areas. It shall have a pH of between 6.0 and 6.8 and be free of toxic substances, which may be harmful to plant growth. Topsoil shall be without admixture of subsoil and shall be cleaned and reasonably free from clay lumps, stones, stumps, roots, and similar substances two inches or more in diameter, debris, or other objects, which might be a hindrance to planting operations. The mechanical analysis of the soil shall be as follows:

Sieve Size

Percent Passing

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1 inch mesh	99-100 percent
1 inch mesh	97-99 percent
No. 100 mesh	40-60 percent
No. 200 mesh	20-40 percent

B. <u>Commercial Fertilizer</u> shall be 18-6-12 with trace elements (or similar), slow release formula, or as noted on "Plant List," and shall conform to the applicable state fertilizer laws. It shall be uniform in composition, dry, and free flowing, and shall be delivered to the site in the original, unopened containers, each bearing the manufacturer's guaranteed analysis and trademark. Any fertilizer which becomes or otherwise is damaged, making it unsuitable for use, will not be accepted.

- C. <u>Peat or Peat Moss</u> shall be delivered to the site in unopened original containers. Peat shall be shredded or granulated having an acid reaction of 4.0 5.0 pH and shall have a natural moisture content of 30 percent, with a water absorption capacity of 1100 to 2000 percent.
- D. <u>Water</u> shall be free from oil, acid, alkali, salt and other substances harmful to plant growth. The Contractor shall make, at his expense, whatever arrangements may be necessary to ensure an adequate supply of water to meet the needs of this contract. He shall furnish all hose, equipment, attachments, and accessories necessary for adequate irrigation of planted areas as may be required to complete the work as specified.
- E. <u>Mulch</u> shall be "Shredded Hardwood Bark". Hardwood mulch shall be of disease free hardwood, one or more years old. The shredded hardwood mulch shall be of uniform brown color with a nominal thickness not to exceed 1/8". All mulch shall be free of twigs, leave and materials injurious to plant growth. The use of shredded bark from the American Elm (Ulmus Americana) will not be permitted. Pine needle mulch shall arrive in tightly bound bales, largely free of any leaf, grass, weed or trash debris.
- F. <u>Perlite</u> shall be delivered to site in unopened original containers and free of any foreign material.
- G. Mycor Tree Saver: Apply 3 paks per tree for those labeled (1) in the plant list. Apply 1 pak per tree for those labeled (2) in the plant list. Directions for use:
 - 1. Place the tree/shrub in planting hole and backfill soil 3"-4" from top of root ball.
 - 2. Evenly spread contents of packets in 'doughnut shaped' ring up to 8" wide around th outside edge of the rootball.
 - 3. Backfill remaining 3" to 4" soil.
 - 4. Thoroughly mix area around edge of root ball up to *" wide to a depth of 8".

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- 5. Equally space tablets un upper 2" of soil, 2" from root ball.
- 6. Pack firmly.
- 7. Mulch.
- 8. Water to soil saturation.

H. Materials for Staking

- 1. For below ground plant stabilization, Tree Staple, Inc. staples (1-877-TREES-49) shall be installed according to the manufacturer's specifications.
- 2. For above ground plant stabilization, black nylon straps shall be used around main stem/trunks(s) of plants and attached to No. 12 gauge pliable solid strand galvanized steel wire or plastic chain-lock guying for fastening trees to above ground stakes. Under no circumstances will "hose and wire" be allowed to stake trees due to possible injury to the tree.
- 3. Wooden tree stakes, when specified, shall be rough and sawn straight grained oak, red cedar, or pressure treated pine. Stakes up to 10 feet long shall have a diameter of 2-2.5 inches. Stakes over 10 feet long shall have a minimum diameter or 3 inches, never to exceed 4 inches in diameter. Stakes shall be pointed at one end and shall have a maximum allowable deflection of ½ inch for every foot of length. All stakes shall be sound and free of bark, splints, insects and fungi.
- 4. When specified, *The Tree Saver, Tree Stake Kits* shall be installed according to the manufacturer's specifications.

PART 3 EXECUTION

A.8 EXECUTION

- A. <u>Layout</u>. The Contractor is responsible for verifying all site conditions in the field. New plantings shall be located where shown on the plans except where obstructions below ground or overhead are encountered or where changes have been made in the construction. If discrepancies occur, consult the owner/agent. Necessary adjustments shall be made only after approved by the owner/agent.
- B. Obstructions Below Ground or Overhead. It is not contemplated that planting should be one where the depth of soil over underground construction, obstructions or debris is insufficient to accommodate the roots or where pockets of debris or impervious soil will require drainage. Where such conditions are encountered in excavation of planting areas and where the debris, concrete, or other obstruction cannot be broken and removed by

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hand methods in the course of digging plant pits of the usual size and where the trees to be planted are found to be under overhead wires, other locations for the planting may be designated by the owner/agent. The Contractor is required to contact "Miss Utilities" (phone 1-800-552-7001) and no work is to begin until all underground utilities have been marked. The Contractor will repair any damage to these lines during plant operations in an approved manner at no additional cost to the owner/agent.

- C. <u>Drainage of Pits and Beds</u>. Where planting pits are dug in wet areas or where adverse subsoil drainage problems are encountered, set plants six inches (6) higher than normal, using an extra depth of crushed stone and sand, up to twelve inches (12") total depth to keep the root ball from settling. The immediate area outside the saucer shall be blended with suitable soil to meet existing grade within five feet (5'0") of edge of pit. Drainage may also be provided by any other method approved by the owner/agent prior to proceeding with planting.
- D. <u>Soil Preparation</u>. Soil for use in tree planting pits, as a backfill should be 1 part the existing soil excavated from the pit, mixed with 2 parts Nutrigreen compost. This existing soil should be broken up to create a friable working soil. Where group plantings occur, beds are to be prepared by tilling the soil including the amendments specified under Accessories 2-2 at a rate of 1 part existing soil, 2 parts Nutrigreen Compost and 1 part topsoil, to a depth to accommodate new plant material, and not less than 12" deep. The bed should be outlined with a 4" deep x 6" wide trench in the shape indicated by the landscape design, unless a metal edging material has been specified. Place all trenched soil into the beds and till into bed area. Grade for positive drainage and smooth, even soil finish, discarding off-site any debris larger than four inches.
- E. <u>Excess Excavated Soil</u> shall be disposed of where and as directed by the owner/agent.

A.9 INSTALLATION

- A. <u>Time of Planting</u>. Planting operations shall be conducted under favorable weather conditions during the next season or seasons which are normal for such work as determined by accepted practice in the <u>locality of the project</u>. Planting operations may not be conducted from June 1 to October 15. Planting operations may be conducted during unseasonable conditions to the option and on the full responsibility of the contractor and with the approval of the owner/agent. If losses occur, replacements shall be at no additional cost to the owner/agent.
- B. <u>Plant Bed Preparation</u>. Planting and plant bed preparation are to be conducted under favorable weather conditions. Under no circumstances shall soil be worked, driven over, or walked upon while in a wet condition. Wherever groupings of shrubs are shown on the plan, the area will have the grass removed (by herbicide or sod-cutting) and be tilled to depth of 6".

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C. <u>Planting Pits</u>. Reasonable care shall be exercised to have pits dug and soil prepared prior to moving plants to their respective locations. The minimum allowable dimensions of plant pits shall be as follows: depth should equal depth of root ball; for ball diameter or root spread. The width shall be 3x's the width of the root ball. Where specified pit diameters would conflict with existing pavement, the pit dimension can be adjusted accordingly, unless pavement removal is noted on plan. See details D-1 and D-2.

- D. Setting Plants. Unless otherwise specified, all plants shall be planted in pits, centered and set on well compacted prepared soil. The finished grade level of the plant, after settlement, will be the same as that at which the plant was grown. They shall be planted upright and faced to give the best appearance or relationship to adjacent structures. Ropes at top of root ball should be cut and the top ½ of burlap removed and discarded off-site. Non-biodegradable burlap material shall be removed. Platform and surplus binding from top and sides of the balls shall be removed. If a wire basket is present, whether galvanized or not, remove the entire basket. If removing the basket is impossible due to size or integrity of the root ball or soil type, cut and remove the top half section of the basket and discard off-site. Backfill shall be placed and compacted carefully to avoid injury to roots and to fill all voids. When the hole is halfway backfilled and tamped, add water and allow it to settle. Fill the hole to finished grade, apply fertilizer/herbicide as specified, mulch and then water thoroughly again. See Planting Details D-1 and D-2.
 - When using container grown plants, score (cut) the root mass every six (6) inches at least one (1) inch deep and spread apart root system before planting. Detail D-3.
- E. <u>Fertilizer</u>. Slow released Osmocote fertilizer shall be placed in the bottom of the planting hole and as a top-dressing to all plantings before mulch is applied.
- F. <u>Staking</u>. Stakes shall be equally spaced about each tree and shall be driven vertically into the ground to a depth as detailed for the product type and in such a manner as not to injure ball or roots. Trees of less than 3" diameter shall be fastened to two stakes at a height of about 4½ feet unless otherwise specified. Stakes shall be uniform in height and placed as designated on the accompanying drawing. See Detail D-1.
- G. <u>Mulching</u>. All plants shall be mulched with a 3" layer of shredded hardwood bark. The mulch shall entirely cover designated planting beds and individual tree collars. When mulching individual tree collars, care shall be taken to avoid application of mulch greater than one inch (1") in depth immediately adjacent to the tree trunk and for a one foot (1') radius. Unless metal edging is specified, all beds shall be previously edged (manually or machined) with a trench sufficient to retain the mulch in its designated area.
- H. Wildflower Bed preparation shall be as follows: All area vegetation must be killed with an herbicide after growth begins in the spring. Application of herbicide will occur 3 times with watering of areas to occur 2 weeks after each application. The herbicide schedule shall be as follows: 1st application, wait 2 weeks and water deeply, 2 weeks later 2nd application, wait 2 weeks and water deeply, 2 weeks later 3rd application. After last herbicide application, wait a week then aerate with a core aerator and seed at

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quantity stated above in plant list. The two seed mixes should be mixed together with sand added to insure even application. "Water deeply" means a minimum 1" of water. After spring planting, the wildflower areas should be watered with an inch of water every 5 days for an establishment period of two months.

I. <u>Miscanthus/Black Eyed Susan/Daylily bed</u> preparation shall be as follows: All are vegetation must be killed with an herbicide that kills both grass and broadleaf weeds. Application of herbicide will occur 3 times with watering of areas to occur 2 weeks after each application. The herbicide schedule shall be as follows: 1st application, wait 2 weeks and water deeply, 2 weeks later 2nd application, wait 2 weeks and water deeply, 2 weeks later 3rd application.

After last application, the plants shall be planted directly into the slope and mulched with 3" of shredded hardwood mulch.

A.10 MAINTENANCE

Maintenance shall begin immediately following the last operation of installation for each plant and shall continue in accordance with the following requirements:

- A. Watering shall be the responsibility of the Contractor awarded the contract during the guarantee period. Watering in the first month after acceptance will be weekly. The remaining eleven months shall be done every 10 days or as determined by owner/agent. The frequency of watering is dependent upon weather conditions.
- B. New plantings shall be protected and maintained by the Contractor until installation of planting is complete, and the project has been accepted.
- C. Maintenance during the guarantee period shall include watering, weeding, Tightening and repairing staking wires, removing and replacing dead material, resetting plants to proper grades or upright position, and other necessary operations. If planting is done after lawn preparation, proper protection to lawn areas (new and/or existing) shall be provided and any damage resulting from planting operations shall be repaired promptly at no extra cost to the owner/agent.

A.11 INSPECTION FOR ACCEPTANCE

- A. <u>Inspection</u> of the planting, to determine completion of contract work, exclusive of the possible replacement of plants, will be made by the owner/agent upon notification by the Contractor requesting such inspection at least 3 days prior to the anticipated date.
- B. <u>Initial Acceptance</u>. After inspection to determine completion of contract, the Contractor will be notified in writing by the owner/agent of initial acceptance of all work, exclusive of the possible replacement of plants subject to guarantee or, if there are deficiencies, of

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the requirements for the completion of the work. Work remaining to be done shall be subject to re-inspection before initial acceptance is granted.

C. <u>Final Acceptance</u>. After the one year guarantee period is completed and all the necessary plant replacements have been installed, the owner/agent will grant a final acceptance and will accept the responsibility for the maintenance thereafter, unless otherwise specified.

A.12 SERVICE AND REPLACEMENT

At any time during the <u>Guarantee Period</u>, the contractor awarded the contract will remove dead, unhealthy, unsightly, badly impaired plants, as determined by the owner/agent within a seven (7) work-day period after notification by owner/agent, unless other arrangements are made in writing. A schedule shall then be submitted in writing, by the Contractor, with either a spring, fall or winter (whichever is first) replacement date.

A.13 CLEAN UP

<u>Clean Up to Site</u>: At the end of each day's work, the Contractor shall remove all trash and other debris resulting from his work from the site. At all times, rubbish and trash generated from the Contractor shall be kept clean for vehicular and pedestrian circulation throughout the site. Prior to the final acceptance, all paved areas adjacent to planting areas shall be cleaned thoroughly by sweeping and/or washing. All defacement or stains on paving or building caused by plant operations shall be removed at no additional cost to the owner/agent. All construction equipment, excess material tools, rubbish or debris shall be removed from the site. All drains on the sites that have accumulated soil, mulch or any other material due to the planting operation shall be cleaned to the approval of the owner/agent.

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EXHIBIT B

LANDSCAPE MAINTENANCE SPECIFICATIONS

FOR COUNTY OF YORK Route 199 Intersection/Mooretown Road

B.1 PRUNING

1. General Pruning Operations

- A. Ornamental trees up to 20' in height, and all ornamental shrubs will be pruned in accordance with the Virginia Cooperative Extension as outlined in publication 430-456 Pruning Deciduous Trees, publication 430-457 Pruning Evergreen Trees, and publication 430-459 Pruning Shrubs, and/or in accordance with the Standard Practices of Pruning ANSI A300 and ANSI Z1333.1.
- B. Preference will be given to contractor providing a supervisor, who holds a fouryear college degree in an Arboriculture or Horticulture curriculum, is a certified member of the International Society of Arboriculture and the Virginia Nursery and Landscape Association. Verification of degree and certification may be provided upon request.
- C. Individuals professionally trained in tree, shrub and ornamental plant pruning shall perform tree pruning. Preference will be given to contactor providing supervisor who is an I.S.A. certified Arborist. Verification of certification may be provided upon request.
- D. All dead, dying, broken and/or diseased plant material, as well as water sprouts and sucker growth, shall be removed regularly as the situation occurs. Branches and plant material that interfere with walkways, entryways and signage, shall be removed regularly as the situation occurs.
- E. All pavements and roadways shall be swept or blown clean upon completion of the days work, and all debris resulting from pruning must be removed from the site immediately upon completion of the days work.

2. Shrub Maintenance

- A. All ornamental shrubs shall be thinned and pruned selectively with hand pruners and/or loppers to maintain size and allow them to grow in a natural state. **Shearing of shrubs is prohibited**.
- B. Special attention should be given to boarder plantings. Pruning of these shrubs should not limit their effectiveness to shield utilities, fencing, etc. However, pruning is to be performed to maintain health, vigor, size, and natural shape of plant. No plant shall be reduced by more than 1/3 the whole.
- C. The schedule for pruning shall be in accordance with the Virginia Cooperative Extension Calendar for Pruning Landscape Trees and Shrubs for the Peninsula. Pruning of most ornamental shrubs will take place (1) times per year in January/February with a light pruning in June/July if required. Spring

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blooming shrubs shall be pruned in late spring (April /May) or **after** they complete their bloom cycle.

3. Tree Maintenance

- A. Deciduous trees up to 20' shall receive corrective pruning to remove damaged wood and rubbing branches (1) time per year during the winter months January, February or March (during the dormant season), in an effort to train and shape young or newly planted trees and to maintain their healthy state.
- B. Evergreen trees shall be allowed to grow in their natural form. Pruning of evergreen trees will consist of removal of dead, diseased, and damaged branches **only**. Any additional corrective pruning requires prior approval from an authorized representative of the owner.
- C. All flowering trees are to be pruned **only after** their bloom cycles are complete.
- D. *Pruning of Crepe Myrtles will require prior approval from an authorized representative of the owner.

4. Ornamental Grasses, Perennials, and Groundcovers

- A. Ornamental grasses shall be cut back to a height of 4" one (1) time per year in the month of March, and pruned throughout the growing season to maintain a neat and healthy appearance.
- B. Flowering perennials are to be cut back one (1) time per year in the months of January and February, and shall be deadheaded and pruned throughout the growing season as required to maintain a neat and healthy appearance.
- C. Groundcovers are to be edged and pruned as required to contain them within their borders, and maintain their low growing habit throughout the growing season. Evergreen groundcovers shall be cut back in late winter as required to establish a healthy appearance.

5. Wildflower Area

- A. Prune as authorized and specified by County personnel only.
- B. Mowing shall occur in November. All the Wildflowers shall be cut to a 2" height. **Do not remove debris**

B.2 FERTILIZATION:

1. General Fertilization Operations:

- A. Fertilization of ornamental trees and shrubs shall be performed in accordance Virginia Cooperative Extension as outlined in publication 430-018 and /or with ANSI A300 Part 2 Tree, Shrub, and Other Woody Plant Maintenance Standard Practices.
- B. A professional trained individual currently certified with the Virginia Department of Agriculture and Consumer services as a Certified Commercial Pesticide Application, category 3, shall perform fertilization. Certification must be provided.

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C. The Contractor shall collect soil samples for diagnosis at a research laboratory, and will supply an authorized representative of the owner with a soil analysis report for the property where fertilization is to occur. Diagnostic report must include the following: Ph, N, P, K, CA, Mg, Fe, CEC, OM%, Na and soluble salts. The report must accurately depict corrective action and will make recommendation for a prescription fertilization program to correct any deficiencies. The contractor shall supply the owner with the Soil Analysis Report and fertilization plan in January.

D. The Contractor shall take full responsibility for the replacement of shrubs, trees, groundcovers, flowers and turf grass, etc., that have been damaged by improper application or lack of timely application of nutrients that are necessary to maintain healthy plant material.

1. Tree Fertilization

- A. All ornamental trees under 20' shall be fertilized one (1) time per year, in March.
- B. Deciduous trees shall be fertilized with a complete, slow released fertilizer with Nitrogen, Phosphoric acid and Potash at a ratio of 3-1-2 or 3-1-1, at a rate of 3-6 pounds of N/1000 ft² using the most effective method of application.
- C. Evergreen trees shall be fertilized with a complete, slow released fertilizer with Nitrogen, Phosphoric acid and Potash at a ratio of 3-1-2 or 3-1-1, at a rate of 1-3 pounds of N /1000 ft² using the most effective methods of application.
- D. The preferred method is water-soluble fertilizer application with a pressurized shallow soil injection system. Fertilizer will be applied evenly from trunk to drip line. Fertilizer recommendations and applications methods to be used shall be approved by the owner.
- E. The Contractor will furnish all labels of all fertilizers being used with this contract.

3. Shrub Fertilization

- A. Evergreen shrubs and groundcovers shall be fertilized with a complete, slow released fertilizer with Nitrogen, Phosphoric acid and Potash at a ratio of 3-1-2 or 3-1-1, at a rate of 1-3 pounds of N /1000 ft² using the most effective methods of application each spring during the mulching period.
- B. Evergreen shrubs shall be fertilized with a complete, slow released fertilizer with Nitrogen, Phosphoric acid and Potash at a ratio of 3-1-2 or 3-1-1, at a rate of 1-3 pounds of N /1000 ft² using the most effective methods of application each spring during the mulching season.
- C. Acid loving plants shall be fertilized with an ericaceous fertilizer, i.e. Hollytone, at the manufacturer's recommended rate each spring during the mulching season.
- D. The contractor will furnish all labels of all fertilizers being used with this contact.

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B.3 INTEGRATED PEST MANAGEMENT:

1. General Pest Management

- A. Pest Management, monitoring, for insect and disease related problems shall be performed by a professionally trained individual currently certified with the Virginia Department of Agriculture and Consumer Services as a Certified Commercial Pesticide Application, category 3. Certification must be provided.
- B. Chemical application for insect and disease related problems shall be made by individual currently certified with the Virginia Department of Agriculture and Consumer services as a Certified Commercial Pesticide Application, category 3.
- C. Contractor shall provide an authorized representative of owner with a written pest management program with a brief description of what can be expected with each scheduled inspection and any routine preventatives they intend to use (i.e. Dormant Oil).
- D. The contractor shall furnish all labels for chemicals being used in conjunction with this contract.
- E. The contractor shall take full responsibility for the replacement of shrubs, trees, groundcovers, flowers and turf grass, etc., that have been damaged by improper chemical application or lack of timely chemical applications that are necessary to maintain healthy plant material.

2. Ornamental Shrubs and Trees

- A. The contractor will monitor all ornamental shrubs and trees under 25' six (6) times per year in the months of March, April, May, June, July, and October for insects, and disease related problems.
- B. The contractor shall provide the with a treatment plan which will identify any insect or disease related problems identified at time of inspection, and any methods for control intended to be administered.

B.4 EDGING

- 1. Edging at shrub beds, flower beds, groundcover beds, and around tree rings shall be edged with a manual or mechanical edger to a neat vertical (90) line or "V"shaped trench, four inches (4") deep to deter weed encroachment from adjacent vegetated areas. Turf shall be edged 12" out from drip line of shrubs, groundcovers and flower beds. Edging is required each (1) time per year.
- 2. Dirt and debris produced by edging shall be removed completely from site each day, following completion of work.
- 3. Edging shall be done in such a way as to not damage property including but not limited to: irrigations system, paver blocks, concrete, or any other hard surface material. The contractor shall be responsible for repairing damage to any of these items caused by maintenance operations.

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B.5 WEED CONTROL OF PLANT BEDS AND LANDSCAPE AREAS

1. Ornamental shrub, and flower beds, and tree rings shall be weeded on a continuous basis throughout the growing season to maintain a neat, weed free appearance at all times. This is to include any vegetation that is visibly present when contractor is on the property. This will be performed through the use of pre-emergent herbicide prior to mulching and post-emergent herbicide and hand weeding on continuous basis.

- 2. Weeds shall be controlled in hard surface areas (walks, curbs, pavement) by using non-selective post emergent and/or pre-emergent herbicide on a continuous basis throughout the growing season. This is to include any vegetation that is visibly present when contactor is on the property.
- 3. Chemical applications of pre-emergent herbicide and post-emergent herbicide shall be made by individual currently certified with the Virginia Department of Agriculture and Consumer services as a Certified Commercial Pesticide Application, category 3.
- 4. The contractor shall furnish all labels and MSDS for chemicals being used in conjunction with this contract.
- 5. The contractor shall take full responsibility for the replacement of shrubs, trees, groundcovers, flowers and turf grass, etc., that have been damaged by improper application of herbicides.
- 6. No herbicides with ingredients producing visible color or added coloring agents shall be used where staining of concrete, curbing, walkways or any other surface area can occur.

B.6 MULCH SUPPLY AND INSTALLATION SPECIFICATIONS

1. Mulch Material

- A. Contractor shall supply Grade A, double shredded hardwood mulch, one or more years old. It shall be uniformly shredded, of uniform brown color and free of twigs, leaves, and materials injurious to plant growth. The use of shredded bark from the American Elm (Ulmus Americana) will not be permitted.
- B. Prior to application, Contractor shall provide a sample of the mulch to an authorized representative of the Owner for approval.

2. Mulch Application

- A. Mulch shall be applied over all tree rings, shrub beds and groundcover areas one (1) time per year during the winter month March.
- B. Mulch will be applied uniformly in 2 ½" –3" thickness over all areas. http://www.yorkcounty.gov/purchasing

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C. All areas to be mulched are to be free of all weeds, leaves, and other debris prior to mulching.

- D. If existing mulch thickness is more than four (4) inches, existing mulch must be removed prior to mulching.
- E. Mulch shall be kept 3" away from trunks and stems of existing trees and shrubs.
- F. Fertilizer and pre-emergent herbicides shall be in place prior to mulching.

B.7 LEAF REMOVAL:

- A. Leaf removal will be performed (1) time per month October through February. Leaves will be removed from all tree and shrub beds and groundcover beds with each visit or until leaf disbursement cease.
- B. All walks, pavements and roadways shall be swept or blown clean upon completion of the days work, and all debris resulting from leaf removal must be removed from the site immediately upon completion of the days work.

B.8 PROPERTY CLEANUP:

- A. Remove all paper, plastic, metal, trash or other debris, and accumulated leaves, fallen branches or other materials from the site prior to each operation.
- B. All walks, pavements, and roadways shall be swept or blown clean upon completion of the days work, and all debris resulting from the days work must be removed from the site immediately upon completion of the days work.
- C. The site will receive a general clean up monthly including the winter months. Clean up includes cleaning areas of landscape debris, and removing all trash and unwanted debris from landscaped areas.

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EXHIBIT C

PLANT AND MATERIAL LIST

FOR COUNTY OF YORK

Route 199 Intersection/Mooretown Road

SCIENTIFIC NAME	COMMON NAME	SIZE	QUANTITY
TREES:			
Acer platanoides 'Autumn Blaze (1)	Norway Maple 'Autumn Blaze'	2 ½-3" caliper	36 (stake)
Willow Oak (1)	Quercus phellos	2 ½-3" caliper	67 (stake)
Cercis canandensis (2)	Redbud	5-6'height multitrunk	115 (no stake)
Koelreuteria paniculata (1)	Golden-Rain Tree	2" caliper/ full head	26 (stake)
Ilex x attenuata 'Savannah'(2)	Savannah Holly	5-6'height	76 (no stake)
Juniperus virginiana (2)	Eastern Red Cedar	5-6'height	223 (no stake)
Metasequoia glyptostroboides (2)	Dawn Redwood	5-6'height	54 (no stake)
Magnolia grandiflora 'Little Gem' (1)	Magnolia 'Little Gem'	1 ½"-2" caliper, 7-8'height	25 (stake)
Liquidambar styraciflua (2)	Sweetgum	5-6'height	58 (no stake)
Liquidambar styraciflua (1)	Sweetgum	2 ½-3" caliper	58 (stake)
Pinus taeda (2)	Loblolly Pine	5-6'height	103 (no stake)
Prunus subhirtella 'Pendula' (1)	Weeping Cherry	2 ½-3" caliper	24 (stake)
Quercus coccinea (1)	Scarlet Oak	2 ½-3" caliper	24 (stake)
Salix babylonica (2)	Weeping Willow	6-8'height	47 (no stake)
SHRUBS:			
Itea virginica 'Henry's Garnet'	'Henry's Garnet' Sweetspire	3 gallon, 24-30" ht.	192
Myrica cerifera	Waxmyrtle	3 gallon 24-30" ht.	577
Pyracantha coccinea 'Low Boy'	Pyracantha 'Low Boy'	3 gallon, 24-30"width	347
PERENNIALS/GRASSES:			

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Hemerocallis 'Stella De Oro'	Daylily 'Stella De Oro'	1 gallon/ full pot	355
Miscanthus sinensis 'Gracillimus'	Miscanthus Grass	1 gallon/ full pot	631
Pennisetum alopecuroides 'Moudry'	Fountain Grass 'Moudry'	1 gallon	434
Rudbeckia 'Goldsturm'	Black Eyed Susan	1 gallon	805
WILDFLOWERS:			
Southeast Wildflower Mix		20lbs./acre (1lb/2310)	36 lbs.
Northeast Wildflower Mix		8 lbs./acre (1lb/5260)	16 lbs.
MATERIALS:			
Shredded Hardwood Mulch		Cubic yard	520
Mycor Tree Saver (Mycorrhizal Fungal Inocculant)		3 oz. pak	4,137
Osmocote		20 lb bag	20 bags
Wood Stakes (2 stakes/tree)			520
Nylon Straps (2 straps/tree)			520

C.1 Landscape Installation Notes

- 1. No substitutions.
- 2. The Contractor is required to contact "Miss Utility" (ph. 1-800-552-7001) 48 hours prior to the commencement of work on site. No work is to begin until all utilities are marked. If utility line/tree conflicts are evident, please contact the Landscape Designer.
- 3. Verification of the accuracy of the total quantities shown in the "Plant Key" shall be the responsibility of the Contractor. In the event of discrepancy, the planting plan shall govern.
- 4. The Contractor shall warrant all new plantings for a period of two years from the date of final acceptance. All replacements plants shall conform to original specifications. When planting operations must be performed outside the normal planting season for the locality, this warranty may be renegotiated with the owner prior to planting.

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5. Planting and a bed preparation are to be conducted under favorable weather conditions. Under no circumstances shall soil be worked, driven over, or walked upon while in a wet condition. Wherever groupings of shrubs are shown on the plan, the area will have the grass removed (by herbicide or sod-cutting) and be tilled to a minimum depth of 6".

- 6. The Contractor is responsible for reporting to the County any conditions deleterious to plant growth encountered on site during installation and warranty periods.
- 7. All plant varieties and layouts are to conform accurately to the landscape plan, subject to inspection.
- 8. All plantings are to be provided with a 3" depth of shredded hardwood bark mulch. Mulch to bed lines where shown. Trees shall be mulched within a minimum two and one half $(2 \frac{1}{2})$ foot radius of each trunk. No mulch is to be placed in plant crowns or against any tree trunks.
- 9. Remove the burlap, twine, and wire baskets from the top 1/3 of all B&B root balls. No plastic twine or non-biodegradable burlap shall be permitted to remain in the planting hole.
- 10. Trees are to be staked with nylon strap, wire and wood stakes as shown on tree planting detail. The Contractor is required to UNSTAKE TREES one year after acceptance of the installation to insure trees are not damaged by staking wire. The Contractor will be responsible for replacement of all trees damaged by staking materials if not removed in a timely manner. The trees requiring staking are labeled on the plant list.
- 11. Do not wrap tree trunks or use "tree wound paint".
- 12. The Contractor is responsible for watering and insect control until the date of final inspection. Replanting, when resulting from site disturbance by others, shall be at an additional charge.
- 13. Wildflower bed preparation shall be as follows:

All area vegetation must be killed with an herbicide after growth begins in the spring. Application of herbicide will occur 3 times with watering of areas to occur 2 weeks after each application. The herbicide schedule shall be as follows: 1 st application, wait 2 weeks and water deeply, 2 weeks later 2 nd application, wait 2 weeks and water deeply, 2 weeks later 3 nd application.

After last herbicide application, wait a week then aerate with a core aerator and seed at quantity stated above in plant list. The two seed mixes should be mixed together with sand added to insure even application. "Water deeply" means a minimum 1" of water. After spring planting, the wildflower areas should be watered with an inch of water every 5 days for an establishment period of two months.

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14. The sloped area with Miscanthus/Black Eyed Susan/Daylily bed preparation shall be as follows:

All are vegetation must be killed with an herbicide that kills both grass and broadleaf weeds. Application of herbicide will occur 3 times with watering of areas to occur 2 weeks after each application. The herbicide schedule shall be as follows: 1st application, wait 2 weeks and water deeply, 2 weeks later 2nd application, wait 2 weeks and water deeply, 2 weeks later 3rd application.

After last application, the plants shall be planted directly into the slope and mulched with 3" of shredded hardwood mulch.

- 15. Plantings within existing roadbed: Tree pits shall be 3x the width of the root ball. And soil shall be amended with 2 parts existing soil to 1 part Nutrigreen Compost.
- 16. Osmocote fertilizer shall be placed in the bottom of the planting hole and as a top-dressing to all plantings before mulch is applied.
- 17. Shredded Hardwood Mulch should be no deeper than 3" and should not be placed next to tree trunks or shrub crowns.
- 18. Mycor Tree Saver:

Apply 3 paks per tree for those labeled (1) in the plant list.

Apply 1 pak per tree for those labeled (2) in the plant list.

Directions for use:

- **A.** Place the tree/shrub in planting hole and backfill soil 3"-4" from top of root ball.
- **B.** Evenly spread contents of packets in "doughnut shaped" ring up to 8" wide around the outside edge of the rootball.
- **C.** Backfill remaining 3" to 4" of soil.
- **D.** Thoroughly mix area around edge of root ball up to 8" wide to a depth of 8".
- **E.** Equally space tablets in upper 2" of soil, 2" from root ball.
- **F.** Pack firmly.
- G. Mulch.
- **H.** Water to soil saturation.
- 19. The majority of soils in the planting areas are very poor. All tree pits should be backfilled with a combination of 1 part existing soil to 2 parts Nutrigreen compost. All bed areas should be tilled to a depth of 4-6" with 1 part existing soil to 2 parts Nutrigreen compost.

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SAMPLE CONTRACT FORM

Agreement No
This AGREEMENT, dated this day of, 200_, is by and between YORK COUNTY, VIRGINIA (a political subdivision of the Commonwealth of Virginia); hereinafter called the Owner; and (a corporation organized and existing under the laws of the Commonwealth of Virginia); hereinafter called the Contractor.
WITNESSETH: The Owner and Contractor, for the consideration stated herein, agree as follows:
Scope of Work:
The Contractor shall perform all required work and shall provide and furnish all materials, plant materials, equipment, labor, supervision, necessary tools, expendable equipment and transportation service and all else required to complete the installation of:

Landscape Enhancements on the Public Rights of Way Along Route 199/Route 603 (Mooretown_

Road) Interchange (Route 199 Intersections and Route F-137 (Rochameau Drive) Corridor.

all in strict accordance with the Plans and Specifications, including any and all Addenda, and in strict compliance with the Contract Documents hereinafter enumerated.

It is understood and agreed that said labor, materials, tools, equipment and service shall be furnished and said work performed and completed under the direction and supervision of the Contractor and subject to the approval of the Owner or its authorized representative.

Guarantee:

All plant materials and equipment, furnished by the Contractor, and all construction involved in this Contract shall be and the same are hereby guaranteed by the Contractor free from defects owing to faulty materials or workmanship and all plants are guaranteed to be free of decrease and be viable for a period of one year after date of substantial completion of the work as set out in IFB #1298 which is incorporated here in by reference. All work which proves defective, by reason of faulty material or workmanship within said period of one year, shall be replaced by the Contractor free of cost to the Owner. Nothing herein shall be deemed as a waiver of any other available remedy for contract default, or as the waiver of any applicable statutory limitations period for actions for contract default.

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THE BID SCHEDULE OF THE SUCCESSFUL BIDDER

SHALL BE CONFORMED AND INSERTED HEREIN

TO BECOME A PART OF THE COMPLETED CONTRACT DOCUMENTS

Contract Price:

The Owner shall pay the Contractor as just compensation for the performance of this Contract, subject to any additions or deductions as provided in the Contract Documents, the unit price as contained in the Bid Schedule attached hereto.

The Contract Amount is		
(\$) based upon unit and lump sum prices extended as herein contained.	
Payments:		

The Owner will pay to the Contractor, the amount specified herein, upon receipt of an acceptable invoice. Invoices may not be submitted any less than thirty (30) days apart.

Time:

The undersigned Contractor agrees to commence work within (10) calendar days after the date of Notice to Proceed and further agrees to complete the Contract Work within the following specified time limits:

ALL CONTRACT WORK 60 CALENDAR DAYS FROM DATE OF NOTICE TO PROCEED

THIS AGREEMENT SHALL BE BINDING UPON ALL PARTIES HERETO AND THEIR RESPECTIVE HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, AND ASSIGNS.

Component Parts of the Contract:

This Contract consists of the following component parts, all of which are hereby made a part hereof as if herein set out in full:

- 1. Advertisement for Bids
- 2. Request for Bids
- 3. Invitation for Bids (IFB) No. 1298, plus any and all addenda and exhibits thereto
- 4. Bid Proposal
- 5. General Conditions
- 6. Performance Bond
- 7. Certificate of Insurance
- 8. Contractor's License (if required)

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9. Notice of Award	
10. Notice to Proceed	
11. Change Orders (if any)	
12 Warranty	
13. Other Documents as may be required by law	or appended hereto
14. Plans and Drawings were prepared by: Depa	rtment of General Services
and are Numbered: 1 thru 11 and dated	, 200 <u>3</u>
15. Specifications prepared or issued by: Departr	nent of General Services and Central Purchasing
and dated <u>April 2, 2003.</u>	
ADDENDA:	
No, dated, 200_	
N. 1. 1. 200	
No, dated, 200_	
IN WITNESS WHEREOF the parties hereto have	e caused this Agreement to be executed as of the day
•	s each of which shall for all purposes be deemed an
original.	s each of which shall for all purposes be declifed all
original.	
ATTEST:	
TILDI.	
	County of York, Virginia
NAME	OWNER
	5 (11)211
TITLE	BY
	County Administrator
	TITLE

ATTEST: NAME CONTRACTOR BYTITLE TITLE CONTRACTOR'S ADDRESS: CONTRACTOR'S FEDERAL I. D. NO. APPROVED AS TO FORM:

RESERVED FOR CERTIFICATE OF INSURANCE, AND ADDITIONAL INSURED FORM GL-20-10

OR OTHER SATISFACTORY EVIDENCE OF REQUIRED COVERAGE

COUNTY ATTORNEY

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CONTRACT FORM PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that	
(Name of Contractor)	
a, hereinafter call the Principal, (Corporation, Partnership or Individual)	
and(Name of Surety)	
(Address of Surety)	
hereinafter called Surety, are held and firmly bound unto	
County of York, Virginia (Name of Owner)	
P. O. Box 532, Yorktown, Virginia 23690 (Address of Owner)	
hereinafter called Owner, in the penal sum of	
Dollars, (\$), in lawful money of the United States, for the payment of which sum truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by presents.	
THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Contract with the Owner, dated the _day of, 200_, a copy of whic attached and made a part hereof for the installation of:	h is hereto
Landscape Enhancements on the Public Right of Way Along Route 199/Route 603 (Mooreto	own Road)
Interchange Route 199 Intersections and Route F-137 (Rochameau Drive) Corridor.	
NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing material for or performing labor in the prosecution	ion of the

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work provided for in such Contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment, tools, consumed or used in connection with the construction of such Work, and all insurance premiums on said Work, and for all labor, performed in such Work whether by Subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to Work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or the Specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in <u>4</u> counterparts each one of which shall be deemed an original, this the <u>day of, 200</u> .		
ATTEST:		
(PRINCIPAL) SECRETARY	PRINCIPAL	
SEAL	BY	
WITNESS TO PRINCIPAL	ADDRESS	
ADDRESS		
ATTEST:		
(SURETY) SECRETARY	SURETY	

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	BY
SEAL	(ATTORNEY-IN-FACT)
WITNESS AS TO SURETY	ADDRESS
ADDRESS	

NOTE: Date of Bond must be as to date of Contract. If Contractor is Partnership, all partners should execute Bond.

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CONTRACT FORM PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that		
(Name of Contractor)		
a, hereinafter call the Principal, (Corporation, Partnership or Individual)		
and		
(Name of Surety)		
(Address of Surety)		
hereinafter called Surety, are held and firmly bound unto		
County of York, Virginia (Name of Owner)		
P O Box 532, Yorktown, Virginia 23690 (Address of Owner)		
hereinafter called Owner, in the penal sum of		
Dollars, (\$), in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.		
THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Contract with the Owner, dated the day of, 200_, a copy of which is hereto attached and made a part hereof for the installation/service of:		
Landscape Enhancements on the Public Rights of Way Along Route 199/Route 603 (Mooretown		
Road) Interchange (Route 199 Intersections and Route F-137 (Rochambeau Drive) Corridor. IFB NO. 1298.doc http://www.yorkcounty.gov/purchasing		

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NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety and during the one year guarantee period, and if he shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to Work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or the Specifications.

PROVIDED, FURTHER, that no default settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

deemed an original, this the day of, 200		
ATTEST:		
(PRINCIPAL) SECRETARY	PRINCIPAL	
	BY	
SEAL		
WITNESS TO PRINCIPAL	ADDRESS	
ADDRESS		
ATTEST:		
(SURETY) SECRETARY	SURETY	

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SEAL	BY(ATTORNEY-IN-FACT)	
WITNESS AS TO SURETY	ADDRESS	
ADDRESS	_	

NOTE: Date of Bond must be as to date of Contract. If Contractor is Partnership, all partners should execute Bond.